

Drivers License # _____

Race Bib # _____

ACKNOWLEDGEMENT, WAIVER AND RELEASE FROM LIABILITY

PLEASE CAREFULLY READ THIS ENTIRE DOCUMENT ("Waiver and Release") BEFORE SIGNING:

I ACKNOWLEDGE that Challenged Athletes Inc., a California corporation doing business as Challenged Athletes Foundation ("Foundation") and all Event sponsors, organizers and administrators (collectively, "Organizers") agree to my participation in the San Diego Triathlon Challenge ("Event") in reliance upon this Waiver and Release.

I ACKNOWLEDGE that the Event is an extreme test of a person's physical and mental capabilities and that it presents the risk of serious injury, death, or property loss. I CERTIFY that I am physically fit, that I have properly trained for participation in the Event, and that I have not been advised against participation in the Event by any health professional.

I ASSUME ALL RISKS associated with my participation in the event. Such risks include, but are not limited to, those arising from falls; crashes; drowning; hazards posed by spectators and other participants; weather (including temperature extremes and humidity); defective equipment; the condition of the roads and sidewalks; collisions with pedestrians, vehicles, other participants; and water conditions and hazards, both surface and subsurface. I ACKNOWLEDGE that these risks include those that may result from the negligence of the Released Parties (defined below) and other persons or entities. I am familiar with and shall use the safety equipment customarily used by participants in events such as the Event. I ASSUME ALL RISKS associated with my failure to use appropriate safety equipment or my use of defective safety equipment. I ACKNOWLEDGE that the Event WILL NOT BE CLOSED TO VEHICLE OR BOAT TRAFFIC and that the risks posed by the Event include those that may arise from both moving and stationary motor vehicles and waterborne vessels.

I ACKNOWLEDGE that the swimming portion of the Event will be in untreated ocean water, and that such water may pose health risks due to waterborne bacteria and other contaminants. I ACKNOWLEDGE that information pertaining to such health risks is available on the internet at sites such as the San Diego County Department of Environmental Health website (<http://www.sdbeachinfo.com>). I ASSUME ALL RISKS associated with any exposure to waterborne bacteria and other contaminants during the Event.

I ACKNOWLEDGE AND AGREE, on behalf of myself, my successors and assigns, my administrators and anyone else who may sue on my behalf: (1) that I shall abide by any decision of an Event official relative to my ability to complete this Event safely and that Event officials or Event volunteers may, but are not obligated to, authorize emergency treatment for me during the course of the Event; (2) that the bicycle portion of the Event is a bicycle ride and not a bicycle race and that no other portion of the Event constitutes a race; (3) that I shall observe and obey all traffic laws, signs and signals along the Event course, and that I shall observe and obey all laws posted in and around the water; (4) that I shall immediately contact the Foundation should any health professional advise me not to participate in the Event; and (5) that I HEREBY WAIVE, RELEASE, AND FOREVER DISCHARGE THE RELEASED PARTIES (defined below) FROM ANY AND ALL CLAIMS, OBLIGATIONS, LIABILITIES, CAUSES OF ACTION, SUITS, DEBTS, LIENS, DAMAGES, JUDGMENTS, LOSSES, DEMANDS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) OF ANY KIND AND WHETHER OR NOT SUCH CLAIMS ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ANY OTHER PERSON OR ENTITY (COLLECTIVELY, "CLAIMS") WHICH MAY ARISE OUT OF, RESULT FROM, OR RELATE TO, WHETHER DIRECTLY OR INDIRECTLY, MY PARTICIPATION IN THE EVENT, INCLUDING, WITHOUT LIMITATION, MY TRAVELING TO AND FROM THE EVENT.

FOR THE PURPOSES OF THIS WAIVER AND RELEASE, THE TERM "RELEASED PARTIES" SHALL REFER TO EACH OF THE FOLLOWING PERSONS AND ENTITIES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES, AGENTS, SUCCESSORS, AFFILIATES AND ASSIGNS: THE FOUNDATION, ORGANIZERS, EVENT PRODUCERS, EVENT DIRECTORS, APR CONSTRUCTION INC., AND ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL ENTITY, INCLUDING ANY COUNTY, CITY, MUNICIPALITY OR UNINCORPORATED AREA WITHIN THE STATE OF CALIFORNIA THAT MAY HAVE JURISDICTION OVER THE EVENT,

SAN DIEGO TRIATHLON CHALLENGE 2016

INCLUDING, WITHOUT LIMITATION, THE CITY AND COUNTY OF SAN DIEGO, THE CITY OF CARLSBAD, THE CITY OF ENCINITAS, THE CITY OF SOLANA BEACH, AND THE CITY OF DEL MAR.

I COVENANT AND AGREE NOT TO SUE THE FOUNDATION OR ANY OF THE RELEASED PARTIES FOR ANY CLAIMS THAT I HAVE RELEASED, WAIVED OR DISCHARGED IN THIS WAIVER AND RELEASE; AND I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE FOUNDATION AND THE RELEASED PARTIES FROM ANY AND ALL CLAIMS ARISING OUT OF OR RESULTING FROM, DIRECTLY OR INDIRECTLY, (A) MY ACTS OR OMISSIONS AND (B) MY BREACH OR FAILURE TO COMPLY WITH ANY PROVISION OF THIS WAIVER AND RELEASE.

I ACKNOWLEDGE that Event organizers will provide a fenced transition area for the Event, but that they do not guarantee the security of my property in such fenced transition area or anywhere else on the venue. I ASSUME THE RISK of damage to or the loss of my property in connection with the Event.

I hereby irrevocably grant permission to the Foundation and Organizers to use of my name and/or likeness relating to my participation in the Event and I hereby waive all rights to any compensation to which I may otherwise be entitled as a result of the use of my name and/or likeness.

I CERTIFY I HAVE READ AND UNDERSTAND THIS WAIVER AND RELEASE AND THAT I AGREE TO ITS TERMS.

[Signature] Date: _____

[Print Name]

MINOR

The undersigned _____ (print name) [parent or guardian] is the parent and(or) legal guardian of _____ (print minor's name) ["Minor"] and hereby acknowledges that he/she has executed this Waiver and Release for and on behalf of the Minor. As the parent or legal guardian of the Minor, I represent that I have the legal capacity and authority to act for and on behalf of the Minor and agree to indemnify and hold harmless the Foundation and the Released Parties for any Claims resulting from this representation.

[Signature] Date: _____

[Print Name] [Relationship to Minor]

Waiver and Releases from minors will only be accepted with a parent or legal guardian's signature.

Emergency Information

Please provide a contact name and cell phone number of someone who will be at the race site on Sunday and can be contacted in case of an emergency.

[Name] [Alternate Name]

[Cell Phone Number] [Alternate Cell Phone Number]